

**Memorandum of Agreement
By and Between
King County
and
Uniformed Command Association
Department of Adult and Juvenile Detention**

Subject: COVID Vaccination Mandate

Background:

A. Compliance Requirements: Pursuant to King County Executive's Health Emergency Order ACO-8-27-EO, and the Washington State Governor's Proclamation 21-14, as applicable, King County has mandated that all employees in the Executive Branch of King County government must be fully vaccinated for COVID by October 18, 2021 or be exempt and accommodated based on a medical disability or sincerely held religious belief.

B. Non-Compliance Accountability: Pursuant to the Compliance Requirements, employees who are not fully vaccinated by October 18, employees who fail to obtain future COVID vaccinations recommended by the CDC, and those employees who are exempt based on a medical disability or sincerely held religious belief but cannot be reasonably accommodated as provided under Section 4, will be subject to involuntary separation from employment that will not be regarded as misconduct.

Agreement:

1. Compliance Procedures:

- A. Notice Process for Employees Covered by Governor's Proclamation.** On October 6, a letter proposing separation will be issued to employees subject to the Governor's proclamation who fail to show acceptable evidence (i.e., vaccine record) that they will be fully vaccinated by October 18 (i.e., the employee must have received their final vaccination by October 4). A copy of the letter will be sent to the employee's union via email. Employees will be kept in paid status after October 18 if the Loudermill process is not completed.
- B. Compliance in Process for Employees Covered by Governor's Proclamation.** If by October 18 an employee subject to the Governor's proclamation has at least one vaccination, and shows proof (i.e., vaccine record), and states their intent to be fully vaccinated, the decision to separate them will be conditionally held in abeyance provided they are fully vaccinated by December 2. Beginning October 19, the employee is not permitted to work unless they have a reasonable accommodation per Section 2 but can elect to go on paid or unpaid leave and must make their leave election by October 18 and may use any combination of vacation, compensatory time, banked holiday

leave or unpaid leave. They cannot use sick leave. The paid and/or unpaid leave ends December 2.

C. Notice and Compliance Process for Employees Not Subject to the Governor's Proclamation. On October 20, a letter proposing separation will be issued to employees who are not subject to the Governor's proclamation who fail to show acceptable evidence (i.e., vaccine record) that they were fully vaccinated by October 18. However, if the employee provides proof (i.e., vaccine record) that they received the first dose of a two-dose vaccine by October 18 and states their intent to be fully vaccinated by December 2 (i.e., the employee must have received their final dose of a two-dose vaccine or the only dose of a one-dose vaccine by November 18), the decision to separate them will be conditionally held in abeyance. The employee will be permitted to work during the compliance period. A copy of the letter will be sent to the employee's union via email.

D. Employees Currently on Leave of Absence. An employee scheduled to return to work from a paid or unpaid leave of absence is subject to the terms of this agreement, provided that the County has notified the employee. An employee returning to work before December 2, and who is not subject to the Governor's proclamation, will be allowed to work during the compliance period. An employee scheduled to return to work after December 2 must be fully vaccinated prior to their return and show evidence (i.e., vaccine record), unless they have a reasonable accommodation due to a medical or religious exemption.

2. Exemption and Accommodation: Employee requests for medical and religious exemptions will be evaluated on a case-by-case basis pursuant to law and internal processes. Employees seeking either exemption are encouraged to apply for an exemption by September 17. However, employees seeking a religious exemption are required to submit their request by September 24. Religious exemption requests submitted after September 24 will be considered for processing on a case-by-case basis. Employees determined to be exempt will be considered for a reasonable accommodation, in accordance with law, on a case-by-case basis. Employees will have until December 2 to be vaccinated following denial of an exemption or, if exempt, there is no reasonable accommodation available. Failure to show proof (i.e., vaccine record) that they are beginning the process of becoming fully vaccinated within 14-days of denial of an exemption or accommodation if exempt will result in involuntary separation. Employees who are not subject to the Governor's proclamation will be allowed to work during the compliance period. For employees who request medical exemptions and accommodations only, additional timelines may be granted on a case-by-case basis, and employees subject to the Governor's proclamation may be eligible to use sick leave.

3. Compensation for Vaccinations: Hourly employees will be paid for the time spent getting the vaccine, whether on or off duty. This includes travel time. Employees are encouraged to get vaccinated during regular work hours. Employees must follow the leave procedures for their work unit if they want to get vaccinated during their work shift.

4. Compensation for Vaccine Side-effects: Comprehensive leave eligible employees who are unable to work their regular scheduled shift due to side-effects within 48 hours of being vaccinated will be able to use COVID leave for up to one regular shift (e.g., eight (8) hours of COVID leave). Employees can use any amount of sick leave and/or file for Workers' Compensation, if applicable, if they are unable to work due to vaccine side-effects that last more than a shift.

5. Vaccination Costs: The County will pay the cost of vaccinations whether the employee is insured or not.

6. COVID Leave: Comprehensive leave eligible employees (i.e., regular, term-limited temporary, probationary) will be granted up to 80 hours of COVID leave if they are COVID positive or subject to quarantine under County policy and are unable to work under health guidance and County policy. Employees may use up to 40 hours of the 80 hours of COVID leave to provide care for an immediate family member who is COVID positive and/or if the employee must stay home because their child cannot attend school or a childcare facility due to COVID and the employee is unable to telecommute. Employees electing to use COVID leave must provide documentation of a COVID positive test to use leave for themselves and documentation that they qualify to use 40 hours of paid leave to care for a family member who is COVID positive and/or if the employee must stay home due to their child's school or childcare facility being closed due to COVID where the employee is unable to telecommute. The maximum of 80 hours of COVID leave that can be used under Section 4 and this Section is available until December 31, 2022.

7. Paid Parental Leave (PPL): Employees who cannot be accommodated, even though they are determined to be exempt based on a medical disability or sincerely held religious belief and are subsequently separated within six months of returning from the PPL leave, will not be required to repay any PPL funds received.

8. Hiring Bonus: Employees who cannot be accommodated, even though they are determined to be exempt based on a medical disability or sincerely held religious belief and are subsequently separated will not be required to repay any hiring bonus received.

9. Rehire: Employees who are separated and subsequently become fully vaccinated may request to be reinstated within two (2) years following separation. The employee will be reinstated into their prior position, if available; provided, the employee meets the requirements for the position (e.g., license, certification). If the employee's prior position is not available, the employee will be considered for reinstatement in their former department for a vacant position in their classification provided they are qualified to perform the duties and responsibilities of the position. The employee will be placed on a recall list if there is no vacant position in their classification they are qualified for. The employee will be referred to vacant positions in their classification when they become available in their former department for up to two years following separation.


10. Leave Cash-out: Employees who are involuntarily separated or resign in lieu of being involuntarily separated shall be eligible for cash-out of leaves in accordance with the terms of their collective bargaining agreement.

11. Separation/Retirement: Employees who submit an irrevocable written notice of separation or retirement by October 18, 2021 to separate from employment by December 31, 2021, shall be able to use their paid leaves, except sick leave, beginning October 19. The employee will be placed on unpaid leave at such time that they have exhausted their paid leave. Employees who retire will be eligible to cash-out their accrued sick leave in accordance with the terms of their collective bargaining agreement.


12. Reservation: Except as expressly provide herein, all other terms and conditions of the collective bargaining agreement remain in full force and effect.

13. Bargaining Obligations Fulfilled: Both parties acknowledge that they have fulfilled their bargaining obligations in reaching the terms and conditions provided under this MOA.

For the Uniformed Command Association:

DocuSigned by:  <small>5E2591F5429843A...</small>	9/22/2021
_____ Michael Allen, President	_____ Date

For King County:

DocuSigned by:  <small>23D42BB776C4407</small>	9/22/2021
_____ Bob Railton, Deputy Director Office of Labor Relations, King County Executive Office	_____ Date

Certificate Of Completion

Envelope Id: 6779E659091E403F8A1D6C846A881010

Status: Completed

Subject: Please DocuSign: 380U0121 COVID Vaccination Mandate.docx

Source Envelope:

Document Pages: 4

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Andrea Larson

11943 Sunset Hills Rd

Reston, VA 20190

andlarson@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

9/22/2021 11:11:00 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Andrea Larson

andlarson@kingcounty.gov

Pool: FedRamp

Pool: King County-King County Executive

Office-Office of Labor Relations

Location: DocuSign

Location: DocuSign

Signer Events

Michael Allen

michael.allen@kingcounty.gov

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



5E2591F5429843A...

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.64.49

Timestamp

Sent: 9/22/2021 11:14:43 AM

Viewed: 9/22/2021 11:15:21 AM

Signed: 9/22/2021 11:16:13 AM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 11:15:21 AM

ID: 3bfbebf9-5b0a-4e87-ba11-d94afe24c62b

Bob Railton

bob.railton@kingcounty.gov

Labor Relations Deputy Director

King County Executive Department-OLR

Security Level: Email, Account Authentication
(None)

DocuSigned by:



23D42BB776C4407...

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

Sent: 9/22/2021 11:16:14 AM

Viewed: 9/22/2021 11:22:25 AM

Signed: 9/22/2021 11:22:33 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2021 11:14:43 AM
Certified Delivered	Security Checked	9/22/2021 11:22:25 AM
Signing Complete	Security Checked	9/22/2021 11:22:33 AM
Completed	Security Checked	9/22/2021 11:22:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.